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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Kenneth Tarbet

Application No./Patent No.: 09/888,031 Filed/Issue Date: June 25, 2001

Entitled: Customer Preferred Product Sales

Safeway, Inc., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

3-24-03  
Date

Gene C. Vallow  
Typed or printed name  
[Signature]  
Signature  
Attorney (see General 004 herein)  
Title

**Whereas**, I, Kenneth Tarbet, residing in Temecula California, am the inventor of an invention substantially described and disclosed in a provisional application for Letters Patent of the United States of America entitled

**"Customer Specific Sales"**

filed on June 22, 2000, Application No. 60/213440, and which provisional application was converted to a utility application for Letters Patent of the United States of America having the same title filed on June 22, 2001, Application No. 09/888031 (herein the "Subject Applications"); and

**Whereas**, Safeway Inc., a corporation organized and existing under the laws of the State of Delaware, having a principal office and place of business in Pleasanton, California, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the Subject Applications in the United States of America and in any and all countries foreign thereto;

**Now, Therefore**, for Five Thousand Dollars (\$5,000.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Safeway Inc., its successors, legal representatives, and assigns, my entire right, title and interest throughout the world in, to and under the said invention, and the Subject Applications, and any and all subsequent applications incorporating said invention in whole or in part, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patents of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, all rights to register said invention in appropriate registries, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof; and all rights of action on account of past, present and future unauthorized use of said invention for infringement of said patents or otherwise; and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to assign all Letters Patent for said invention to Safeway Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**And I Hereby** covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

**And I Hereby** further covenant and agree, as a condition precedent to Safeway Inc.'s signing of this Agreement, to assist Safeway Inc. and its attorneys in the preparation and filing of any further patent applications incorporating said invention, including but not limited to communicating to Safeway Inc. and its attorneys any fact known to me respecting said

invention, including use or disclosures of the invention, by me or others; testifying in any legal proceeding; signing all lawful papers and executing all subsequent, divisional, renewal, substitutional, continuing, and reissue applications; making all rightful declarations, oaths and powers of attorney; and generally doing everything reasonably possible to aid Safeway Inc., its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries

And I Hereby further covenant and agree that I will not sue or otherwise seek further compensation in any form whatsoever from Safeway Inc., its successors, legal representatives and assigns, for their use and enjoyment of the said invention, beyond that provided for in this agreement.

Assignor: *Kenn Tarbet*

Kenneth Hazen Tarbet  
31774 Loma Linda Rd.  
Temecula, CA 92592  
SSN: 093-62-6678

Dated: 5-31-2002

Certificate of Acknowledgment

STATE OF CALIFORNIA

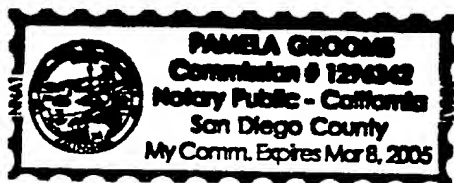
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COUNTY OF San Diego

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BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth Tarbet** and proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 31 day of May, 2002.



*Pamela Groome*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF CALIFORNIA